

**A RESOLUTION
BY CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO RENEWAL AGREEMENT NO. 1, FOR FC-6005007893, UTILITY BILL PAYMENT CENTER SERVICES AND ENTER INTO AMENDMENT NO. 1 FOR ADDITIONAL PAYMENT LOCATION AND MOBILE PAYMENT SERVICES, WITH FIDELITY EXPRESS, INC., ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") entered into an agreement with Fidelity Express, Inc., FC-6005007893, Utility Bill Payment Center Services on July 15, 2005; and

WHEREAS, the original term of the agreement was for three (3) years with two (2) one (1) year renewal options at the City's sole discretion; and

WHEREAS, Fidelity Express, Inc. has performed the contracted services to the satisfaction of the Department of Watershed Management and the City; and

WHEREAS, the Commissioner of the Department of Watershed Management and the Chief Procurement Officer have recommended Renewal Agreement No. 1 with Fidelity Express, Inc., for FC-6005007893, Utility Bill Payment Center Services and Amendment No. 1 for additional payment location and mobile payment services.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES that the Mayor is authorized to enter Renewal Agreement No. 1 with Fidelity Express, Inc, for FC-6005007893, Utility Bill Payment Center Services, on behalf of the Department of Watershed Management and that the Agreement be amended to add additional payment location and mobile payment services.

BE IT FURTHER RESOLVED, that the term of Renewal Agreement No. 1 will be from July 15, 2008 to July 14, 2009.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to prepare an appropriate Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that the Agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to Fidelity Express, Inc.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: City Utilities

Caption: A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO RENEWAL AGREEMENT NO. 1, FOR FC-6005007893, UTILITY BILL PAYMENT CENTER SERVICES AND ENTER INTO AMENDMENT NO. 1 FOR ADDITIONAL PAYMENT LOCATION AND MOBILE PAYMENT SERVICES, WITH FIDELITY EXPRESS, INC., ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT; AND FOR OTHER PURPOSES

Council Meeting Date: May 19, 2008

Requesting Dept.: Watershed Management

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

The purpose of this legislation is to renew and amend FC-6005007893, Utility Bill Payment Center Services.

2. Please provide background information regarding this legislation.

Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.

The Department of Watershed Management contracted services from Fidelity Express, Inc. to provide Bill Payment Processing Services at satellite payment locations at multiple sites and also provide mobile payment services for the Department of Watershed Management's 1.2 million water and sewer customers.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Professional Services

(b) **Source Selection:** N/A

(c) **Bids/Proposals Due:** N/A

(d) **Invitations Issued:** N/A

(e) **Number of Bids:** N/A

(f) **Proposals Received:** N/A

(g) **Bidders/Proponents:** N/A

(h) **Term of Contract:** Three (3) years; with Two (2) One (1) year renewal options.

4. Fund Account Center (Ex. Name and number): N/A

Fund: _____ **Account:** _____ **Center:** _____

5. Source of Funds: *Example: Local Assistance Grant* N/A

6. Fiscal Impact: N/A

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. Method of Cost Recovery: N/A

Examples:

- a. *Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.*

- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.***

This Legislative Request Form Was Prepared By: Cynthia P. Brinkley

**LEGISLATIVE SUMMARY
REQUEST FOR RENEWAL NO. 1**

FC– 6005007893, Renewal Agreement No. 1 for Utility Bill Payment Center Services

TO: CITY UTILITIES COMMITTEE

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO RENEWAL AGREEMENT NO. 1, FOR FC-6005007893, UTILITY BILL PAYMENT CENTER SERVICES AND ENTER INTO AMENDMENT NO. 1 FOR ADDITIONAL PAYMENT LOCATION AND MOBILE PAYMENT SERVICES, WITH FIDELITY EXPRESS, INC., ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT; AND FOR OTHER PURPOSES.

Committee Meeting Date:	May 13, 2008
Council Meeting Date:	May 19, 2008
Legislation Title:	Fidelity Express, Renewal Agreement #1
Requesting Dept.:	Department of Watershed Management
Contract Type:	Professional Services
Advertisement:	Atlanta Journal Constitution 03/27/05 and 03/24/05 (Web)
Bids/Proposals Due:	05/04/05
Invitations Mailed:	10
Bids/Proposals Received:	2
Bidders/Proponents:	Fidelity Express Global Financial Services, Inc.
Contractor:	Fidelity Express
Estimated Value:	N/A
Scope Summary:	UTILITY BILL PAYMENT CENTER SERVICES. The City offers its water and sewer customers the option of making those utility payment at multiple sites throughout its services areas.
Background:	Original contract – effective 07/15/05-07/14/08 Renewal No. 1 – 07/15/08-07/14/09

Evaluation Team:	Department of Watershed Management, Office of Contract Compliance
Term of Contract:	Three (3) years with two (2) one (1) year options to renew.
Fund Account Centers:	N/A
Prepared By:	Sean Holloway, Contracting Officer
Contact Number:	404-330-6608




SHIRLEY FRANKLIN
MAYOR

CITY OF ATLANTA
55 TRINITY AVENUE., SW, SUITE 5400, SOUTH BLDG.
ATLANTA, GEORGIA 30303-8324
OFFICE (404) 330-6081
FAX (404) 658-7194

DEPARTMENT OF
WATERSHED MANAGEMENT
ROBERT J. HUNTER
Commissioner

April 3, 2008

TO: Adam L. Smith, Chief Procurement Officer
Department of Procurement

FROM:  Robert J. Hunter, Commissioner
Department of Watershed Management

RE: **Request to Amend and Renew –**
FC-3005007893, Utility Bill Payment Center Services
Contractor: Fidelity Express, Inc.

08 APR - 4 PM 3:30
CITY OF ATLANTA
DEPT. OF PROCUREMENT

The Department of Watershed Management wishes to exercise its renewal option for the above referenced project with Fidelity Express, Inc.

Fidelity Express, Inc. has provided exceptional services in the collection of our utility bills at various Bill Payment Centers and therefore, should continue with these services. In addition, we are also requesting to amend the Scope of Services to provide for mobile payment services. A copy of the Mobile Payment Services Scope is attached for your perusal.

Since this agreement does not require funding, we are seeking legislation to amend and renew to add the Scope of Services for the Mobile Payment Service.

Should you have any questions concerning this matter, please feel free to contact Cynthia P. Brinkley, Contracting Officer, Sr., at (404) 330-6096.

Your assistance in this matter is requested and appreciated.

RJH/CPB

c: Sheila C. Pierce, Deputy Commissioner - DWM
Debra Henson, Assistant Commissioner - BCS
Cathy Martin, Deputy Chief Procurement Officer - DOP
Gwendolyn J. Carswell, Watershed Manager – BOM
Elizabeth D'agostino, Management Analyst Manager - BCS
Kelly Woolfolk, Contracting Officer - DOP
Cynthia P. Brinkley, Contracting Officer, Sr. – DWM

Attachment

**FIDELITY****EXPRESS**

A Division of GSC Enterprises, Inc.

The Total Solution®

Ms. Elizabeth D'agostino
Management Analysis Manager
Office of Government and Customer Relations
Department of Watershed Management
55 Trinity Avenue
Atlanta, Georgia 30303

DEPT. OF WATERSHED MGT.
2008 MAR 24 PM 1:34
BUREAU OF MANAGEMENT

Dear Ms. D'agostino:

Fidelity Express request a renewal of our existing contract with the City of Atlanta dated the 15th of July 2005. This contract allows for two one year extensions to the original three year contract. We also request the addendum adding our mobile payment service to the existing contract and extension. This addendum is enclosed for your review. If you have any questions please call me at 1-800-621-8030 ext. 226

Sincerely

Terry Harbin
Credit/ Compliance Manager

Fidelity XPressPay Pilot of Cyphermint's Mobile Solution Deemed Successful

Sulphur Springs, Texas October 12, 2007— Fidelity Express, a leading provider of secure electronic walk in bill payment processing, announced today that Fidelity's internal tests of Cyphermint's mobile solution linked to Fidelity's "XPressPay" was successful.

Fidelity's XPressPay Mobile will enable consumers to pay bills using their cell phones or other mobile devices. The beta pilot was tested by Fidelity employees for a period of 60 days. The test determined usability, acceptance and convenience prior to launching to Fidelity customers and the general public.

By registering to use this easy mobile solution, Fidelity's XPressPay Mobile customers will be able to either initiate a payment from their cell phones or schedule mobile alert notifications to process a payment in one click. When a payment is due, the customer can receive an alert and with a single click, they can pay the bill and receive confirmation without having to enter or store any personal information on their cell phone. Fidelity Express will process the bill payment transactions on the same reliable, robust and secure financial services platform, *Fidelity XPressPay*, which currently processes millions of payment transactions annually.

Fidelity's XPressPay Mobile, powered by PayCash, will also include a stored value card and electronic "wallet" account that will be tied to the cell phone so that bills can be paid from pre-loaded funds on the account. Customers can load funds to their accounts at any one of the *Fidelity XPressPay* or Cyphermint funding locations. Other options for funding may be expanded to include direct deposit, credit card and ACH transfer loading.

Fidelity's XPressPay Mobile transactions are protected by a user PIN. The payment solution does not require complicated downloading and works with any Internet-enabled device. The user's mWallet (mobile wallet) account can be managed across any platform such as the cell phone, personal computer or any PayCash enabled kiosk.



Cyphermint's President, Joe Barboza, said, "With more than 2 billion mobile phone users worldwide who already browse the Internet, check their email, download games and music, the next logical step is to shop and pay for goods and services on their cell phones."

"Since mobile phones are now more widely used than the Internet, it is logical that bill payments and other financial functions will be sought by subscribers. Our solution offers time sensitive consumers a convenient, secure way to pay bills and transfer funds directly from their mobile phone, with or without a bank account," said Pat Odom, Fidelity Express Division Manager.

For more information contact Dennis Bache, Director of Sales, at 508-787-4850 or by email at sales@cyphermint.com or visit PayCash Mobile at www.paycashmobile.com.

About Cyphermint, Inc.

Headquartered in Marlborough, Mass., Cyphermint is a provider of Global Electronic Cash Payment and E-commerce solutions. Cyphermint's patented technology, PayCash, is used in three major areas: (1) The PayCash Mobile technology used by today's web-enabled wireless devices (2) Kiosk Solutions - delivering web-enabled highly secure self-service B2C merchandising systems, and (3) PayCash Internet Payments providing un-banked consumers access to financial services such as Internet shopping, bill payment and debit cards. Cyphermint's software solutions provide highly secure, highly scalable web-enabled transactional services to merchants and consumers on the Internet, self-service kiosks and on cell phones, smart phones and Internet-capable PDAs.

About Fidelity Express

Founded in 1988 and headquartered in Sulphur Springs, Texas, Fidelity Express is a leading provider of point of sale financial services through over 5000 retail outlets throughout the U.S. Fidelity Express is a division of GSC Enterprises, Inc., a 60 year old full service wholesale distributor of grocery and convenience products to a diverse customer base in the south, southeastern and Midwestern U.S. GSC is the fifth largest convenience store distributor in the nation.

Fidelity Express retail point of sale financial services include money order processing, walk-in bill payment processing as well as age verification necessary for alcohol or tobacco sales. They also offer card services to retailers. (Fidelity Express is an independent sales organization for credit/debit card processing in association with Columbus Bank and Trust, Columbus, GA.)

For more information on Fidelity Express, visit www.fidelityexpress.com or call 800-621-8030.

MPayment Agreement

This AGREEMENT, by and between City of Atlanta Department of Watershed Management (herein called "Department of Watershed Management") with principal offices at 55 Trinity Avenue Atlanta, Georgia 30303 and Fidelity Express, a division of GSC Enterprises, Inc. (herein called "Fidelity Express"), a Texas corporation, having its principal offices at 128 Jefferson Street, Sulphur Springs, Texas 75482.

WITNESSETH

WHEREAS, Department of Watershed Management desires to provide its customers with mpayment processing services that will improve Department of Watershed Management's current bill collection and processing and which will result in convenience to Department of Watershed Management customers;

In consideration of the mutual covenants and premises hereinafter contained, Department of Watershed Management and Fidelity Express agree as follows:

1. Description of Services

Fidelity Express shall provide the following mpayment processing services to Department of Watershed Management during the term of this Agreement unless so amended in writing, by mutual agreement of the parties.

-
- On day one, Department of Watershed Management customer pays, either via the internet or customer's mobile phone connected to the customer's mobile wallet (mwallet), to Fidelity Express a Department of Watershed Management bill, as well as pays to Fidelity Express a transaction fee not to exceed \$1.50 unless otherwise mutually agreed in writing.
 - On the same business day (day one), Fidelity Express shall enter payment information into its database system; process said information; reconcile output with details and batch totals; create an electronic file and transmit the information to Department of Watershed Management by (time). Fidelity Express shall notify Department of Watershed Management by email, United States mail, first class postage prepaid, or at (fax number) to report the number of items and the dollar amount transmitted.
 - Two business days following (day three), Fidelity Express deposits the monies into the designated Department of Watershed Management accounts at approved banking institutions by 5:00 p.m. Fidelity Express shall notify Department of Watershed Management by email, United States mail, first class postage prepaid or at (fax number) to report the dollar amount deposited.

The above is only a general description of services. Fidelity Express will accept reasonable modifications of such procedure submitted by Department of Watershed Management to Fidelity Express in writing from time to time.

2. Term

This Agreement shall become effective upon execution by Department of Watershed Management and shall remain in effect for a period of three (3) years from the first day of April, 2008 and terminate the last day of March, 2011. This contract will automatically continually renew for additional one-year terms unless written notice of termination is received 30 days prior to termination date.

3. Termination

3.01 Termination for Convenience

The Department of Watershed Management or Fidelity Express may terminate this Agreement for any reason by written notice at least 180 days prior to the date of termination. Upon service of said notification the parties shall have no further obligation to each other under this Agreement other than to maintain the confidentiality of any proprietary information previously provided. Fidelity Express shall cease all operations required under this Agreement on the date of termination and return as soon as possible any of the Department of Watershed Management's property of which it may be in possession on the date of termination and thereafter.

3.02 Termination for Default

This Agreement may be terminated by Department of Watershed Management in the event Fidelity Express shall fail to perform ("breach") any material obligation hereunder, and such breach shall not be remedied within forty-five (45) days after written notice thereof to Fidelity Express.

3.03 Termination for Bankruptcy

Either party shall have the right to terminate this Agreement upon fifteen (15) days prior written notice in the event of a filing, by or on behalf of the other party, in any court, of a petition of bankruptcy, or insolvency or for a reorganization, or for an appointment of a receiver or trustee of all or part of that party's property.

4. Risk of Loss

Fidelity Express shall bear all risk of loss for all Department of Watershed Management customers' payments received by its mpayments system that may be lost, stolen, destroyed or embezzled or mysteriously disappear, for any reason prior to Department of Watershed Management's bank accounts being credited. Fidelity Express shall, in order to protect Department of Watershed Management's interests, maintain insurance in sufficient amounts and form to cover said loss.

In the event Fidelity Express shall suffer a loss, it shall reconstruct the missing payments, and shall deposit in Department of Watershed Management's bank account an amount of equal value, within 72 (seventy two) hours of the time the loss was first discovered.

5. Timely Performance

The parties acknowledge that all parts of this Agreement will be executed in a timely manner. Fidelity Express agrees and will communicate to its agents that its performance will be executed diligently and without interruption to insure that Department of Watershed Management's banking accounts be credited within the parameters set forth in Article 1 "Description of Services". Notwithstanding that Department of Watershed Management's designated bank accounts have been credited within the parameters set forth in this Agreement, Fidelity Express bears the responsibility for daily reconciliation and balancing of Department of Watershed Management customer accounts. Fidelity Express shall perform any transaction research necessary to reconcile Department of Watershed Management customer accounts, which are out of balance due to the action or inaction of Fidelity Express within five (5) days of notification thereof by Department of Watershed Management and at no cost to Department of Watershed Management.

6. Force Majeure

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control as a result of the following: acts of God, acts of civil or military authorities, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, earthquakes, nuclear accidents, floods, or volcanic action.

7. Independent Contractor

Department of Watershed Management agrees that in the performance of the work contemplated hereunder, Fidelity Express shall be an independent contractor and not an employee of Department of Watershed Management, that workers engaged by Fidelity Express on this work shall at all times be considered Fidelity Express's employees and not those of Department of Watershed Management and that Fidelity Express will accept and assume exclusive liability and shall hold Department of Watershed Management harmless in

the payment of any and all contributions, assessments and deductions made on behalf of Fidelity Express's employees engaged in the performance of the work hereunder.

Notwithstanding any existing principal agency relationship between Fidelity Express and any other party, Fidelity Express agrees that it shall bear sole responsibility for the performance of the work as specified hereunder and shall solely bear all risk of loss as specified in Article 4.

Department of Watershed Management also agrees not to meet or discuss any contractual relations Fidelity Express has with any Fidelity Express agent or any other third party. An exception to the foregoing is communication to regulatory authorities.

8. Compensation

Fidelity Express agrees that Department of Watershed Management customer shall be charged a transaction fee not to exceed \$1.50, unless otherwise agreed in writing, for each payment they make at an authorized Fidelity Express agent.

9. Records

During the term of this Agreement and for a period of five (5) years thereafter, Fidelity Express shall keep, maintain and preserve, at Fidelity Express's principal office or in an alternate secure location, in the form of hard copy, microfiche, microfilm, or electronic media ~~full records of all transactions relating to the work Fidelity Express performed under this~~ Agreement. Upon reasonable notice, which notice shall specify the accounts, records and books requested for viewing, Department of Watershed Management shall be afforded adequate work space and shall have full access during normal business hours to inspect, audit and reproduce any and all such accounts, records and books of Fidelity Express. Agreements between Fidelity Express and any of its subcontractors or Agents shall contain a provision identical to that stated above. To assure the quality of services provided to Department of Watershed Management, Fidelity Express shall maintain a routine audit of its subcontractors'/Agents' facilities throughout the performance of this Agreement.

9.01 Upon reasonable notice to Fidelity Express, which shall not be less than twenty-four (24) hours, Department of Watershed Management shall have the right to observe Fidelity Express's operation in order to verify compliance with the terms and conditions of this Agreement.

10. Indemnification

Fidelity Express shall indemnify and hold Department of Watershed Management harmless from and against any and all loss, damage and liability and from any and all claims and demands, suits, actions and judgments for damages on account of or by reason of bodily injury, including death, and any and all damages to property including property of

Department of Watershed Management, which may be sustained or claimed to have been sustained by any person, including employees of Department of Watershed Management, Fidelity Express and of any subcontractor or employees and from all costs and expenses in any such suits, demands, actions, claims or proceedings, whether groundless or not, which may be brought against Department of Watershed Management, caused by or arising out of, or claimed to have been caused by or arisen out of or in connection with any work done or performed by Fidelity Express or Fidelity Express's failure to do or perform any work required to be done under the terms of this Agreement or the negligence of Fidelity Express, or its employees in connection therewith, or Fidelity Express's failure to comply with any provisions or requirements of any laws, rules, regulations or permits of any duly constituted governmental authority, which are or may be imposed upon Department of Watershed Management or Fidelity Express or any obligations assumed by Fidelity Express hereunder, and Fidelity Express shall, at its own cost and expense, defend any such suits, actions, demands, claims or proceedings, whether groundless or not which may be commenced against Department of Watershed Management by reason thereof, or in connection therewith, and Fidelity Express shall pay and satisfy any and all judgments which may be recovered in any such suits, actions, demands, claims or proceedings, and defray or reimburse any and all expenses, including costs and attorney's fees, which may be incurred in or by reason of such suits, actions, demands, claims or proceedings and keep the property of Department of Watershed Management's free and unencumbered of any charge or lien against it of any kind.

The taking out and maintenance of any insurance shall not relieve Fidelity Express from its obligation to defend and protect Department of Watershed Management to the full extent and, for any failure so to do, to indemnify and save harmless Department of Watershed Management all as herein provided, without any limitation as to amount and regardless of the limits of insurance.

The liability of Fidelity Express under this Agreement and its obligation to indemnify Department of Watershed Management is absolute and continuous and survives completion or termination of Fidelity Express's work hereunder or the acceptance and payment thereof. Neither the approval by Department of Watershed Management of the methods of doing the work for under this Agreement nor the failure of Department of Watershed Management to call attention to improper or inadequate methods nor to require a change in methods nor the neglect of Department of Watershed Management to direct Fidelity Express to take any particular precautions or to refrain from doing any particular thing shall excuse Fidelity Express in case of any such injury to person or damage to property or release it from liability hereunder.

11. Confidentiality

Any information provided to or received by Fidelity Express regarding Department of Watershed Management customer accounts shall be held in the highest confidence and not disclosed to any third party without express written permission of Department of Watershed Management. Additionally, any proprietary information provided by Fidelity Express to Department of Watershed Management shall not be disclosed by Department of Watershed

Management to any third-party without the express written consent of Fidelity Express, and each party agrees to treat such information with the same standard of care that it uses with respect to its own proprietary information to prevent the information's disclosure.

12. Publicity

Department of Watershed Management, at its option, may provide Fidelity Express with signs or other promotional material intended to inform Department of Watershed Management customers of Fidelity Express mpayment service. Department of Watershed Management shall in no way be responsible for promoting or advertising the services of Fidelity Express.

All advertising or promotional material utilized to promote use of Fidelity Express services to Department of Watershed Management customers shall be pre-approved by Department of Watershed Management prior to use.

13. Compliance with Law

In performance of this Agreement, Fidelity Express agrees to comply with all local, City, State and Federal regulations as they may apply to the services provided, (including OSHA).

14. Notices

Any written notice required by the terms of this Agreement shall be deemed to be sufficiently given when sent by certified or registered mail, postage prepaid, to the respective parties as follows;

Department of Watershed Management
55 Trinity Avenue
Atlanta, Georgia 30303
Attn: (To be determined)

Fidelity Express
A Division of GSC Enterprises, Inc.
PO Box 768
128 Jefferson Street
Sulphur Springs, TX 75482
Attn: Ms. P. Odom - Division Manager

The foregoing addresses may be changed at any time by written notices to the other party.

15. Heading

The headings in this Agreement are for convenience only and shall not be construed to define or limit any terms.

16. Waiver of Right

No course of dealing or failure of either party to strictly enforce any terms, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

17. Binding Nature and Assignment

This Agreement shall be binding upon the parties and their successors and permitted assigns. Department of Watershed Management reserves the right to assign this Agreement to any wholly owned subsidiary or any affiliate company.

18. Governing Law/Jurisdiction

This Agreement shall be construed under and governed by the laws of the State of Texas. The parties agree that any action arising out of this Agreement or breach thereof shall be commenced in the court of appropriate jurisdiction located in Hopkins County, Texas and the parties hereby consent to the jurisdiction of any such court.

19. Severability

In the event that one or more provisions contained in this Agreement are for any reason held to be unenforceable in any respect, such unenforceability shall not affect any other term or condition of this agreement and this agreement shall be construed as if the unenforceable provision was not contained in this agreement.

20. Entire Agreement

The parties acknowledge that they have read this Agreement and understand it and agree to be bound by its terms and conditions. Further, the parties agree that it is a complete and exclusive statement of the MPayment Agreement between them which, except for the schedule herein, supersedes all other proposals and prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: _____ Maisha L. Wood _____

Contact Number: _____ (404) 330-6887 _____

Originating Department: _____ Department of Watershed Management _____

Committee(s) of Purview: _____ City Utilities _____

Chief of Staff Deadline: _____ May 2, 2008 _____

Anticipated Committee Meeting Date(s): _____ May 13, 2008 _____

Anticipated Full Council Date: _____ May 19, 2008 _____

Legislative Counsel's Signature: _____

Commissioner Signature: _____ 4.25.08

Chief Procurement Officer Signature: _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO RENEWAL AGREEMENT NO. 1, FOR FC ~~300~~5007893, UTILITY BILL PAYMENT CENTER SERVICES AND ENTER INTO AMENDMENT NO. 1 FOR ADDITIONAL PAYMENT LOCATION AND MOBILE PAYMENT SERVICES, WITH FIDELITY EXPRESS, INC., ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): n/a

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: 5-28-08 Reviewed by: _____
(date) (date)

Submitted to Council: _____
(date)